

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Dade County Police Benevolent Association (“PBA”)**

**And**

**City of Miami Gardens (“the City”)**

**Effective from October 1, 2015 through September 30, 2018**

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## **ARTICLE 1**

### **PREAMBLE**

1.1 This Agreement is entered into by and between the City of Miami Gardens, a Florida Municipal Corporation, hereinafter referred to as "the City" or "City" or "Employer" and the Dade County Police Benevolent Association, hereinafter referred to as "the PBA", "the Association" or "the Union."

WHEREAS, this Agreement reduces to writing the understandings of the City and the PBA to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, this Agreement is entered into to promote a harmonious relationship between the City and the PBA and to encourage more effective employee service in the public interest; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and the PBA recognizes the need to provide continuous and/reliable service to the public; and

WHEREAS, the City and PBA agree that, to the extent this Agreement conflicts with any City rule, policy, ordinance, manual, or the like, this Agreement shall govern; and

WHEREAS, this Agreement shall be effective from the date it is ratified by the bargaining unit and approved by the City Council through September 30, 2018.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## **ARTICLE 2**

### **RECOGNITION**

2.1 The City recognizes the PBA as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees included within the certified bargaining unit described in PERC Certification No. 1781 (December 16, 2011) (the "Bargaining Unit").

Included: Police Officer I, Police Officer II, Police Officer III, Police Sergeant I, Police Sergeant II, and Police Sergeant III.

Excluded: All other City employees.

2.2 The City shall create and maintain an e-mail group containing the City issued e-mail addresses of all PBA bargaining unit members. The PBA shall have access to this e-mail group.

## **ARTICLE 3**

### **DUES DEDUCTIONS**

3.1 Bargaining Unit members may authorize payroll deductions for the purpose of paying PBA dues. Any Bargaining Unit member who has submitted a properly executed dues deduction form to the Human Resources Director or his/her designee may have his/her membership dues in the PBA deducted from his/her wages. No deductions may be made for the payment of fines, penalties, or assessments.

3.2 Members may revoke their authorization for payroll deductions for the purpose of paying PBA dues. Requests by members to revoke such payroll deductions must be made in writing and must be received by both the City and the PBA. A member's dues deduction revocation shall be effective thirty (30) days after receipt of written notice of revocation by both the City and PBA. A written request for revocation received by the City from a member which is forwarded to the PBA shall constitute written notice of such revocation to the PBA.

3.3 Dues deducted shall be transmitted to the PBA per pay period within ten (10) days from the date of deduction.

3.4 It shall be the responsibility of the PBA to notify the City Manager or his/her designee, in writing, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change.

3.5 The PBA shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

3.6 The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate PBA dues. When a member is in a non-pay status for an entire pay period, dues deducted from future earnings may not be made to cover that pay period. In the case of an employee who is in a non-pay status during only part of the pay period, if available wages are not sufficient to cover the full dues deduction, no deduction shall be made. All legally required deductions have priority over payroll deductions of the payment of PBA dues.

## **ARTICLE 4**

### **PBA REPRESENTATION**

4.1 Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The PBA will furnish the City with a written list of the PBA Negotiating Committee, prior to the first bargaining session, and will substitute changes thereto in writing to the City. The PBA Negotiating Committee shall not contain more than two (2) City employee members eligible to be paid for the time spent attending and participating in a bargaining session. When these two (2) City employee members serving as part of the bargaining committee (the "Representatives") are scheduled to be on-duty and the City and the PBA are scheduled to participate in a bargaining session, such City employee members are permitted to attend such bargaining session, without loss of pay or emoluments.

4.2 Other on-duty bargaining unit members may be permitted to attend bargaining sessions between the City and the PBA after providing advance notice of the request to attend such bargaining session to the Police Chief and the Human Resources Director and following the approval of the Police Chief or his/her designee.

4.3 PBA employee representatives and members shall not engage in Union business while on-duty unless otherwise permitted in this Agreement.

4.4 The PBA agrees there shall be no solicitation of City employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other business activity of the PBA on City time and during the working hours of City employees.

4.5 Off-duty time spent on negotiations or grievances shall not be deemed "hours worked" as defined by the FLSA, nor shall such time be accrued toward overtime in any employee's work day or workweek.

4.6 The City and the PBA agree there will be no collective bargaining negotiations attempted or entered into between any persons other than the City Manager and/or his/her designee and designated representatives of the Association.

4.7 The Representatives shall attend to Association business while off-duty; however they may attend to such business while on-duty for a combined and cumulative amount of (6) hours a month exclusive of time spent by the Representatives attending bargaining sessions with the City. Prior to attending to Association business while on-duty, the Representatives must inform and receive the permission from a captain or above in their chain of command. Such permission shall not be unreasonably withheld.

4.8 If unusual circumstances exist requiring the Representatives to exceed the cap of hours for on-duty Association business, a showing of such unusual circumstances shall be made to the Chief of Police or his/her designee along with a showing of why such business may not be handled off duty. If these conditions are met, the Chief of Police or his/her designee shall not unreasonably withhold the approval of additional time. However, the combined and cumulative amount of time spent by Representatives attending to Association business while on-duty may never exceed (12) hours a month.

4.9 On-duty Representatives will not be compensated for attending Association meetings or other functions outside of the City or for time spent traveling to and from such meetings or other functions. On-duty Representatives wishing to attend meetings or other functions outside the City must obtain the permission of the Chief of Police or his/her designee before doing so. One (1) on-duty Representative will be permitted to attend the Association's monthly Board of Directors Meeting with pay unless the Chief of Police deems it necessary to deny such approval based on operational need. The City shall not be required to call an off-duty officer into work to enable on-duty Representatives to attend any Association meeting or other function.



## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

5.1 The City reserves and retains, solely and exclusively to itself, all of the normal, inherent, statutory, and common law rights to manage the City and its employees, including the members of the bargaining unit, whether exercised or not, except and only to the extent that such rights are expressly abridged by a specific provision of this Agreement. The City's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 6**

### **BULLETIN BOARDS**

6.1 The City shall allow the PBA to maintain a lockable, glass front bulletin board in a mutually agreed upon, easily accessible location at the City's Main Police Station. The PBA shall maintain all keys to the bulletin board.

6.2 The PBA agrees that it will limit its use of the bulletin boards to the posting of the following:

- (a) Notices of PBA meetings;
- (b) Notice of PBA elections;
- (c) Reports of PBA Committees;
- (d) Recreational and social affairs of the PBA;
- (e) PBA Newsletters; and
- (f) Other inoffensive PBA documents that do not disrupt the workplace environment and are otherwise appropriate for display at work.

## **ARTICLE 7**

### **PERSONNEL FILES**

7.1 Bargaining Unit members have the right to review their own official personnel file at any reasonable time under the supervision of the designated records custodian. Bargaining Unit members, upon request, are entitled to one copy of their personnel file per calendar year at no cost. Additional copies may be obtained by Bargaining Unit members from the City at the same cost charged by the City when providing documents pursuant to a public record's request. If a Bargaining Unit member has received a copy of his/her personnel file for a calendar year at no cost and there are additional documents placed in his/her personnel file for that calendar year after receiving a copy of the file, the Bargaining Unit may, after specifically identifying the additional documents, receive a copy of those documents at no cost.

7.2 A Bargaining Unit member may attach to his/her official personnel file a statement in response to any items included in the file.

7.3 Personnel files shall at no time, without the permission of the City Manager, be removed from the Police Station and/or Human Resources Department.

7.4 Bargaining unit members will receive notice whenever a request is made for his/her personnel file unless the City determines that such notice would jeopardize an investigation being conducted by the City or any other outside agency into the bargaining unit member.

## ARTICLE 8

### GRIEVANCE PROCEDURE

8.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement. A "Grievance" is defined as a dispute involving the interpretation or application of this Agreement.

8.2 Discipline and discharge shall not be subject to the grievance procedure in this Article. Terminations, demotions, and suspensions greater than five (5) work days, however, are subject to the internal appeal process set forth in Article 19 of this Agreement.

8.3 The PBA accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

8.4 It is agreed and understood by both parties that this grievance procedure is the sole and exclusive avenue of redress available to any Bargaining Unit member for disputes involving the application and interpretation of this Agreement.

8.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. To simplify the grievance procedure, the number of "working days" in presenting a grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in this Agreement. The Union has the inherent right to file association grievances.

STEP1: Within fifteen (15) working days after the act or occurrence which gives rise to the Grievance, the grievant and/or the PBA shall file a written grievance with the Human Resources Director. The written grievance must include 1) a summary of the facts on which the grievance is based, 2) the Article(s) the grievant claims has been violated, 3) a statement of the remedy requested and 4) the grievant's signature (or signature of the Union representative if it is an Association grievance). If a grievance is filed by a bargaining unit member

without the Union, the City shall notify the Union that a grievance has been filed and provide a copy of such grievance.

Within fifteen (15) working days after receiving a written grievance containing the requisite information, the City Manager or his/her designee(s) will meet with the grievant to discuss the Grievance. The employee may be represented by a PBA representative during such meeting. In the event the grievant does not choose to be represented by a PBA representative, the PBA will be given the opportunity to attend said meeting.

If the grievance is not resolved during the meeting, the City Manager or his/her designee will issue a written response to the grievance within fifteen (15) working days after the meeting. In the event the meeting does not take place, the written response will be issued within fifteen (15) working days from the deadline to meet.

STEP 2: In the event the grievant is not satisfied with the written response in Step 1, the PBA may make a written demand for arbitration pursuant to Article 9 of this Agreement to the Human Resources Director within fifteen (15) working days of receiving the written response under Step 1. If the City Manager or his/her designee fails to provide a timely written response under Step 1, the written demand for arbitration must be made fifteen (15) working days after the response was due. The arbitration procedure shall be exclusive to the PBA, and as such, an individual employee cannot request arbitration without the written consent of the PBA.

8.6 An employee covered by this agreement or the PBA may withdraw a Grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to lapse. Any Grievance not advanced by the employee and the PBA to the next higher step by the time limits provided shall be deemed permanently withdrawn and settled. These time limitations may be extended only by written agreement of the parties.

## ARTICLE 9

### ARBITRATION

9.1 The arbitrator shall be appointed by mutual consideration of the parties. Either party may petition the Federal Mediation and Conciliation Service and request a list of five (5) arbitrators and from that list the parties shall alternatively strike and select a single arbitrator within the Metropolitan area to preside as a neutral arbitrator at the hearing involving the grievance. The City and PBA shall alternate striking first. The City will strike first in the initial arbitration between the parties.

9.2 The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Agreement.

9.3 The parties shall equally bear the expenses of the arbitrator. Each party shall bear the expense of its own witnesses, representatives, attorneys, and all other individual expenses.

## **ARTICLE 10**

### **SEVERABILITY CLAUSE**

10.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).



## **ARTICLE 11**

### **SENIORITY**

11.1 Bargaining Unit members hired after December 16, 2007 shall have their seniority determined by their continuous paid service with the City by rank (officer or sergeant). Police Officers I, II, and III are deemed to be in the same rank and the designation of I, II, and III shall have no bearing on the determination of seniority. Sergeants I, II, and III are likewise deemed to have the same rank and the designation of I, II, and III shall have no bearing on the determination of seniority. It is intended that the current seniority list shall not be affected by the implementation of this Article.

11.2 Bargaining unit members who are in the same rank and were hired on or before December 16, 2007 shall have their seniority determined in accordance with the date and time of their application for employment with the City.

11.3 Bargaining Unit members who are in the same rank and were hired after December 16, 2007 on the same date shall have their seniority determined in accordance with the date and time of their application for employment with the City.

11.4 Seniority shall be computed per pay period from the date of appointment to a particular rank and will accumulate during paid absences because of illness, injury, vacation, military leave, or other authorized paid leave. Employees who are in paid status for any portion of a pay period will get seniority credit for that pay period. If any of the bargaining unit members are subsequently promoted to the police sergeant rank, then their seniority in the police sergeant rank will be based upon the date of their appointment to that rank.



## **ARTICLE 12**

### **PERSONAL TIME OFF**

12.1 The City offers Personal Time Off (PTO) in lieu of vacation and sick time. PTO can be taken for any reason, so long as the Bargaining Unit member provides advance notice of the time he/she seeks off, and the requested time off is approved by his/her supervisor or Department Head. Approval of PTO requested by a bargaining unit member providing advance notice shall not be unreasonably withheld. Advance notice is provided when the Bargaining Unit member advises the City of the time he/she seeks off at least five (5) calendar days before such date. Failure to provide advance notice shall be deemed unscheduled leave for which the bargaining unit member may be disciplined, unless an emergency exists as defined in 12.2 below.

12.2 Bargaining Unit members are not required to provide advance notice and receive prior approval before taking PTO time in emergency situations. An emergency exists when an unforeseen circumstance occurs and it is not reasonably possible for the bargaining unit member to provide advance notice of his/her absence. The Bargaining Unit member must provide notice of an emergency situation as soon as reasonably possible. Bargaining unit members will not be penalized for any absences caused by an emergency, unless he/she fails to provide notice of the emergency when reasonably possible or fails to return to work once the emergency fails to exist.

12.3 All Bargaining Unit members shall earn PTO based upon the number of cumulative service years with the City.

12.4 All employees hired before April 1, 2011 shall have their years of service calculated upon their continuous years of full-time police officer service for the City and continuous police officer experience preceding their hiring by the City. All employees hired on or after April 1, 2011 shall have their years of service calculated upon their continuous years of full-time police officer service for the City only.

12.5 PTO time used by a Bargaining Unit member shall not be considered for purposes of determining overtime compensation pursuant to the Fair Labor Standards Act (FLSA).

12.6 Each bi-weekly pay period, an eligible Bargaining Unit member will accrue a pro-rata portion of PTO as set forth below.

| Years of Service              | Day/Hours Off      | Accrual Rate |
|-------------------------------|--------------------|--------------|
| Less than 5 years of service  | 22 days/ 176 hours | 6.77         |
| 5-10 years of service         | 27 days/ 216 hours | 8.31         |
| More than 10 years of service | 32 days/ 256 hours | 9.85         |

12.7 PTO shall be reported in no less than a quarter of an hour increments. Any unused PTO will automatically be carried over to the following year.

12.8 Bargaining unit members who are absent from work and are not otherwise required to receive PTO pursuant to applicable law will not earn PTO benefits during any such leave.

12.9 Bargaining unit members hired on or before April 1, 2011, will be paid for all personal time off upon separation of employment up to a maximum accrual of 1040 hours. Bargaining unit members hired after April 1, 2011 will be paid for all personal time off upon separation of employment up to a maximum accrual of 520 hours. Once a Bargaining Unit member has reached the maximum accrual amount, excess leave must be used by the end of the fiscal year or the Bargaining unit member will lose such time.

12.10 Bargaining unit members will not receive cash payment for accrued PTO except at termination of employment or if deployed for military services for a consecutive period of a year or greater, unless otherwise required by the Florida Retirement System (FRS). In instances when a Bargaining Unit member is allowed to cash out accrued PTO, the maximum accrual available to such person shall be reduced by the amount of time cashed out.

12.11 All bargaining unit employees that were permitted to carry over leave from a previous employer at the time of their hire by the City will continue to have all such leave placed in a leave bank separate from the PTO leave bank and will be paid out for all such leave at the last rate of pay at the time of separation from the City. Employees may utilize such leave with prior approval from the City Manager or his/her designee.

## **ARTICLE 13**

### **BEREAVEMENT LEAVE**

13.1 Bargaining Unit members are entitled to bereavement leave when he/she provides adequate notice of a death in his/her Immediate Family as defined in this Article. A Bargaining Unit member provides adequate notice when he/she notifies his/her immediate supervisor of such death as soon as reasonably possible.

13.2 Immediate Family shall be defined as employee's Spouse, Mother, Father, Brother, Sister, Children, Grandchildren, Step-children, Step-parents, Step-brother, Step-sister, Grandmother, Grandfather, Father-in-law, Mother-in-law, Daughter-in-law, Son, Son-in-law, Brother-in-law and Sister-in-law, and Domestic Partner.

The following criteria must be met in order for someone to qualify as a Domestic Partner of a Bargaining Unit member:

- (a) Each person must be at least 18 years old and competent to contract;
- (b) Neither person may be married under Florida law, a partner to another domestic partnership, or a member of another civil union;
- (c) Neither person may be related by blood;
- (d) Both persons must consider themselves part of the immediate family of the other partner and be jointly responsible for maintaining and supporting the domestic partnership;
- (e) Both persons must have resided in the same primary address for at least 1 year; and
- (f) Both persons must provide a sworn affidavit attesting that section (a) – (e) have been satisfied.

13.3 After providing adequate notice concerning the death of an Immediate Family member, Bargaining Unit members are entitled to three (3) working days of bereavement leave, with pay, for funerals taking place 200 miles or less from City Hall located at 18605 NW 27 Avenue, Miami Gardens, FL 33056. Five (5) working days in bereavement leave, with pay, will be granted to a Bargaining Unit member who provides adequate notice for funerals taking place more than 200 miles from City Hall. Distances under this article shall be calculated using the shortest distance option on a navigation website chosen by the City such as MapQuest.

13.4 Bargaining Unit members seeking to take more time off than that provided in this Article or time off for the death of someone outside his/her Immediate Family may utilize accrued PTO time subject to the approval of the Bargaining Unit member's Department Director.

13.5 The City reserves the right to request evidence that all conditions for bereavement leave are satisfied, including the place of domicile of the Bargaining Unit member and/or the deceased, a Bargaining Unit member's relationship to the deceased, and evidence that an Immediate Family member has in fact died.

13.6 Bereavement leave is generally limited to three (3) instances per fiscal year. Bargaining Unit members seeking to take bereavement leave more than three (3) times in a fiscal year must provide evidence that all conditions are satisfied before taking bereavement leave.

## ARTICLE 14

### HOLIDAYS

14.1 All bargaining unit members shall observe the following holidays on the days indicated:

|                                   |                                    |
|-----------------------------------|------------------------------------|
| New Year's Day                    | January 1                          |
| Martin Luther King Jr.'s Birthday | 3rd Monday in January              |
| President's Day                   | 3rd Monday in February             |
| Memorial Day                      | Last Monday in May                 |
| Independence Day                  | July 4                             |
| Labor Day                         | First Monday in September          |
| Columbus Day                      | 2nd Monday in October              |
| Veteran's Day                     | November 11                        |
| Thanksgiving Day                  | 4th Thursday in November           |
| Day after Thanksgiving            | Day after 4th Thursday in November |
| Christmas Day**                   | December 25                        |

14.2 \*\* When Christmas falls on a Sunday, Monday, or Tuesday, the holiday will be granted as Monday and Tuesday. When Christmas falls on a Thursday, Friday, or Saturday, the holiday will be granted as the Thursday and Friday. When Christmas falls on a Wednesday, the holiday will be granted as Monday, Tuesday and Wednesday.

14.3 Bargaining unit members, whose regular work schedules are from Monday through Friday, will observe a Saturday holiday on the preceding Friday. A holiday that falls on a Sunday will be observed the following Monday.

14.4 All bargaining unit members will receive holiday pay for the date(s) the holiday is observed.

14.5 Bargaining unit members working on the actual holiday or the day a holiday is observed shall receive one and one-half times their regular rate of pay for the actual hours worked that day. In addition, such bargaining members will receive holiday pay in the amount of their regular rate of pay (straight time) for the hours worked on the actual holiday or the day the holiday is observed. Bargaining unit members who do not work on the day a holiday is observed shall receive their regular rate of pay for their normal shift as holiday pay. The term regular rate of pay refers only to a bargaining unit member's base salary and excludes any other form of compensation such as overtime compensation, shift differentials, etc.

14.6 Bargaining unit members who work on the day(s) the holiday is observed may choose to "bank" the holiday(s) at straight time, in lieu of receiving holiday pay, and take this time off at the discretion of the Department Director at a later date.

14.7 Banked holiday time shall be used and accrued in increments of no less than a quarter hour. All saved holiday time must be used in the fiscal year earned, with the exception of holiday time earned for Labor Day, which must be used by the last day of the last regular pay period end of the calendar year earned. For purposes of this policy, the fiscal year ends the last day of the last regular pay period in any particular budget year. If a bargaining unit member is unable to take his/her saved holiday time off, such time will be lost and no compensation will be paid.

14.8 A bargaining unit member must be in a paid status the scheduled day before and the scheduled day after a holiday to be paid for that holiday.

14.9 Only actual hours worked shall be considered time worked for purposes of the Fair Labor Standards Act, including its overtime payment provisions.

14.10 Holiday leave payment which is not paid within eleven (11) months of the month in which the work was performed will not be reported as compensation under the FRS Pension or FRS Investment Plan.

14.11 All bargaining unit members shall be entitled to one (1) Floating Holiday per fiscal year equal to the amount of hours in the bargaining unit member's normal daily shift at the time the Floating Holiday is taken. Bargaining unit members must receive prior approval by the department director or his/her immediate supervisor before using his/her Floating Holiday.

14.12 Bargaining unit members are eligible for this Floating Holiday immediately upon employment. If an employee is rehired within the same fiscal year, they will not be eligible for an additional Floating Holiday.

14.13 The Floating Holiday shall be taken in the fiscal year earned and any Floating Holiday not taken by the end of the fiscal year will be lost. The fiscal year ends the last day of the last ~~regular~~ pay period in any particular budget year.

14.14 Upon termination of employment, an employee shall not be paid for the Floating Holiday if not used during that fiscal year.

## **ARTICLE 15**

### **INSURANCE**

#### **HEALTH INSURANCE**

15.1 The City shall offer group health insurance to bargaining unit members. Coverage for newly hired bargaining unit members becomes effective the first day of the month, following thirty (30) days of employment. For bargaining unit members who do not receive a Healthcare Waiver as set forth below, the City shall pay the Bargaining Unit member's full individual premium for HMO coverage. Bargaining unit members desiring coverage for their spouse and/or dependent children may purchase such coverage through biweekly payroll deductions. The City shall pay 50% of the premium for the bargaining unit member's spouse and/or dependent children for HMO coverage. Any excess amount owed by a bargaining unit member will be paid by the bargaining unit member through bi-weekly payroll deductions.

15.2 One bargaining unit member selected by the PBA shall be part of the City's health insurance committee.

15.3 The parties recognize that the City needs flexibility to negotiate over health insurance plans, benefits, and premiums. Therefore, the City shall have the unilateral ability to make changes to the health insurance plan, including, but not limited to, changes to the carrier, benefits, premiums, deductibles, etc., provided such changes are made on a City-wide basis and the City's contributions in Section 15.1 remain the same.

#### **Healthcare Waiver**

15.4 If a newly hired full-time regular bargaining unit member has health care coverage through another health plan, they may waive the health care coverage provided by the City as set forth in this Article. Existing bargaining unit members who discontinue City sponsored coverage during open enrollment and subsequently acquire other health care coverage may enroll for the waiver option within 30 days of acquiring other health care coverage.

15.5 Eligible employees shall submit a Healthcare Waiver Application to the City's Human Resources Department in order to be considered for the Healthcare Waiver. If proof of



other health care coverage is provided, eligible bargaining unit members will receive a bi-weekly medical stipend of \$92.31, to be included as part of their wages.

15.6 For qualifying newly hired bargaining unit members, payment of the stipend becomes effective the first day of the month following thirty (30) days of employment, provided the bargaining unit member is actively at work. For qualifying existing bargaining unit members, payment of the stipend is effective the first day of the month following the date the Health Care Waiver Application is received in the Human Resources Department.

15.7 This stipend will only be approved if the employee is covered by another health plan. Bargaining unit members are not entitled to the stipend for the coverage of a spouse and/or dependent on another plan.

- (a) All stipend payments are considered taxable income.
- (b) If other coverage is discontinued, the employee will only be eligible to enroll for medical coverage during Open Enrollment unless the employee experiences a qualifying event, as defined by Internal Revenue Code 125 and/or the Health Insurance Portability and Accountability Act of 1996 HIPPA. Proof of the qualifying event must be received within 30 days of the event. A Bargaining Unit member wishing to cover dependents on their insurance because of a qualifying event must provide documentation such as a birth certificate, marriage certificate, or adoption agreement as proof of eligibility.
- (c) A statement from another insurance carrier or a copy of a health insurance card shall constitute proof of other health care coverage.
- (d) Stipends will be immediately discontinued at the time of termination and will not be payable on a prorated basis.

15.8 Bargaining unit members may revoke the Healthcare Waiver but will not be entitled to receive the portion of the health care benefit that is foregone during the waiver period. The City is not responsible for any medical expenses incurred while the waiver is in effect.

## **LIFE INSURANCE**

15.9 All bargaining unit members shall be provided with Basic Term Life and Accidental Death and Dismemberment Insurance, paid for by the City, equivalent to one (1) times their annual base salary (subject to guarantee maximum by insurance carrier). Coverage for newly hired bargaining unit members becomes effective the first day of the month, following thirty (30) days of employment.

## ARTICLE 16

### TAKE-HOME VEHICLES

16.1 All bargaining unit members must abide by the requirements of Chapter 5.1 (Vehicle Use) of the Miami Gardens Department Policy Manual unless otherwise provided for in this Article. When Chapter 5.1 of the Policy Manual is in conflict with this Article, this Article shall govern.

16.2 Only those bargaining unit members who have their principal dwelling in the tri-county area, consisting of Miami-Dade, Broward, and Palm Beach Counties are eligible to have take-home Department vehicles, unless otherwise approved by the City Manager or his/her designee.

16.3 The City will pay for the service of assigned vehicles.

16.4 Bargaining unit members who elect to take a Police Department vehicle home will be required to pay the following amounts per pay period (bi-weekly) based on the distance between their principal dwelling and the City Hall. This distance shall be calculated "as the crow flies."

| Location of Officer's Dwelling   | Amount To Be Paid By Officer Per Pay Period (Bi-Weekly) |
|--|---|
|  |   |
| Within the City of Miami Gardens   | No Charge   |
| 28 miles or less from City Hall  | \$16.00   |
| More than 28 miles but within 53 miles from City Hall                                  | \$24.00   |
| More than 53 miles from City Hall, if approved by the City Manager or his/her designee | \$27.50   |

16.5 Starting on October 1, 2016, bargaining unit members who elect to take a Police Department vehicle home will be required to pay the following amounts per pay period (bi-weekly) based on the distance between their principal dwelling and City Hall. This distance shall be calculated "as the crow flies."

| Location of Officer's Dwelling   | Amount To Be Paid By Officer Per Pay Period (B1- Weekly) |
|--|--|
|  |  |
| Within the City of Miami Gardens   | No Charge  |
| 28 miles or less from City Hall  | \$32.00  |
| More than 28 miles but within 53 miles from City Hall                                  | \$48.00  |
| More than 53 miles from City Hall, if approved by the City Manager or his/her designee | \$55.00  |

16.6 Bargaining unit members assigned to positions requiring them to be on-call, including but not limited to the City's K-9 unit, will not be required to pay for take-home vehicles.

16.7 Bargaining unit members that are not permitted to take a Police Department vehicle home for any reasons specified in Chapter 5.1 (i.e. restrictive duty, leave, etc) will not be required to make the above payments for the time period during which they are not taking the vehicle home.

## **ARTICLE 17**

### **EDUCATIONAL ASSISTANCE**

17.1 Subject to the availability of funds budgeted for educational assistance, the City shall pay for approved tuition costs incurred up to \$1,000 each fiscal year per bargaining unit member, at the local state university per credit rate at the time the course is taken. Educational assistance shall cease once the funds budgeted for educational assistance are exhausted. Requests for education assistance will be processed in the order they are received. Subject to the availability of funds, the City Manager may elect to increase the amount of educational assistance bargaining unit members may be eligible for per fiscal year.

17.2 Any bargaining unit member who has completed six (6) months of continuous service with the City is eligible to apply for educational assistance.

17.3 Bargaining unit members seeking educational assistance must submit a request for payment of tuition costs at least two (2) weeks in advance of the date that the course begins. The request shall be on a City "Application for Educational Assistance" form and have attached to it a student schedule and fee receipt showing the amount of tuition and costs.

17.4 In order to receive reimbursement, eligible bargaining unit members must provide the City with documentation of successful completion of the course(s) within thirty (30) days of receiving a final grade for such course(s). For undergraduate courses, bargaining unit members who receive letter grades C or higher (or "Satisfactory" or "Pass" if no letter grade is issued), are eligible to receive educational assistance, up to the maximum amount set forth in this Article, for the cost of tuition and fees. For post-graduate courses, bargaining unit members who receive letter grades B or higher (or "Satisfactory" or "Pass" if no letter grade is issued), are eligible to receive educational assistance, up to the maximum amount set forth in this Article, for the cost of tuition and fees. Employees who do not meet the minimum grade requirements shall receive no educational assistance.

17.5 A bargaining unit member will be required to reimburse the City for educational assistance received if the bargaining unit member leaves the employment of the City within two (2) years from the time the employee received reimbursement from the City. If a bargaining unit

member resigns or is discharged by the City for any reasons prior to receiving an educational assistance refund, there shall be no obligation on the part of the City to refund any amount.

17.6 The City will not pay for any education related costs that have been or will be paid by grants, scholarships, or other subsidies for which the bargaining unit member need not repay.

## **ARTICLE 18**

### **HOURS, SHIFTS, AND OVERTIME**

#### **HOURS OF WORK**

18.1 The regular shift for bargaining unit employees assigned to the patrol division shall be twelve (12) hours. The regular shift schedule over a bi-weekly pay period shall consist of two (2) days on, followed by two (2) days off, followed by three (3) days on, followed by two (2) days off, followed by two (2) days on, and followed by three (3) days off.

18.2 The regular shift for all other bargaining unit members shall be comprised of four (4) consecutive 10-hour shifts, followed by three (3) consecutive days off.

#### **SHIFT BID**

18.3 Effective July 1, 2016, bargaining unit employees shall bid for their shift selection and days off in their unit of assignment twice (2) per year in accordance with their seniority as outlined in Article 12 of this Agreement. Shift change shall ordinarily occur within the first pay period in January and July unless otherwise dictated by operational necessity as determined by the Chief of Police or his/her designee. The available shifts and days off shall be posted ninety (90) days prior to scheduled shift change.

18.4 The first shift bid under this Agreement shall occur on July 1, 2016.

#### **OVERTIME**

18.5 Overtime compensation shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate, or the employee shall have the choice of receiving compensatory time. Only actual hours worked will be considered when determining whether an employee has worked overtime.

18.6 Upon the ratification of this Agreement, bargaining unit members will receive overtime compensation after working in excess of eighty four (84) hours during the applicable 14-day work period.

18.7 In addition, the following guaranteed minimum overtime payments shall apply:

- (a) **Court Time:** Bargaining employees that are required to appear in court or other legal proceeding in connection with their official duties at a time that is more than one-hour before or after their regularly scheduled shift shall be guaranteed three (3) hours of minimum compensation at the overtime rate. If the appearance in court or other legal proceeding is scheduled one hour or less before or after an employee's regularly scheduled shift, then the employee will be compensated at the overtime rate from the time of the scheduled court appearance until the scheduled start time of the employee's shift (if the court appearance is prior to the shift), or from end of the employee's shift until he/she leaves the court appearance (if the court appearance is after the shift).
- (b) **Call-Back:** Bargaining employees that are required to report to work on their day off or at a time that is more than one-hour before or after their regularly scheduled shift shall be guaranteed three (3) hours of minimum compensation at the overtime rate.
- (c) **Off-Duty Work:** The off-duty take-home pay for police officers shall be determined by the City but may not be less than \$33.17 an hour. The off-duty take-home pay for police sergeants shall be determined by the City but may not be less than \$38.17 an hour. All bargaining unit employees shall be fully entitled to workers' compensation benefits and city disability benefits if they are injured during an off-duty assignment. The assignment of off-duty work shall be by seniority. Command staff or supervisory personnel outside of the bargaining unit will not be permitted to work off-duty jobs in the function of police officers or sergeants unless all bargaining unit employees have had the opportunity to sign up and work the job first.



## **BANKED TIME**

18.8 While overtime compensation under this Agreement is not payable until a bargaining unit member works in excess of 84 hours during the applicable 14-day pay period, the parties agree to a banked time program. Under the banked time program, bargaining unit members will accumulate bank time for hours worked in excess of eighty (80) and up to eighty four (84) (the "Banking Period") during each 14-day pay period. Once a bargaining unit member has accumulated eight (8) hours of actual time worked during the Banking Periods, he/she shall be eligible for twelve (12) hours of paid time off. This time off shall be known as "Banked Hours."

18.9 No Banked Hours shall be available to bargaining unit members until they accumulate at least eight (8) hours of actual time worked during the Banking Periods.

18.10 Time off for Banked Hours must be preapproved by the Chief of Police or his/her designee but shall not be unreasonably denied.

18.11 Bargaining unit members working 12-hour shifts must use Banked Hours in no less than 12-hour increments. Bargaining unit members working less than 12 hour shifts must use Banked Time in increments no less than the duration of their shift if they have enough accumulated Banked Time to cover the entire shift. If a bargaining unit member's accumulated Banked Time is less than a bargaining unit member's standard shift, he/she shall use Banked Time in no less than the full amount of Banked Time available for use.

18.12 Accumulated Banked Time must be used by bargaining unit members before their separation from the City. Bargaining unit members shall not be entitled to payment for unused Banked Time at the time of his/her separation. Unused Banked Time is lost upon separation.

## **ARTICLE 19**

### **DISCIPLINARY PROCEDURES**

19.1 Counselings and discipline shall not be subject to the grievance procedures set forth in this Agreement. Terminations, demotions, and suspensions greater than five (5) work days may be arbitrated by bargaining unit members who exhaust the internal appeal process set forth in Article 19 of this Agreement. No other forms of discipline may be grieved or arbitrated under this Agreement.

19.2 When reviewing termination decisions, the arbitrator shall employ the "just cause" standard of review. When reviewing demotions and suspensions greater than five (5) work days, the arbitrator shall employ the "arbitrary and capricious" standard of review.

19.3 Nothing in this Article should be construed as limiting the City's management rights, including, but not limited to, the right to administer discipline.

19.4 Nothing in this Article is intended to contravene applicable law.

### **TYPES OF ACTIONS:**

#### **Counseling**

19.5 Supervisors may use oral and formal written counselings as mechanisms to correct a minor problem with an employee's performance and/or guide the employee toward proper performance. A formal written counseling shall be referred to as a Record of Counseling (ROC). ROCs will be documented in the bargaining unit member's personnel file but shall not be deemed disciplinary action subject to appeal.

19.6 Bargaining unit members may file a written rebuttal to a ROC with Human Resources. ROCs older than two (2) years may not be considered when determining prospective disciplinary action so long as the employee has not had an occurrence of a same or similar infraction within those two (2) years.

### **Disciplinary Action Procedures**

19.7 The City will seek to progressively discipline bargaining unit members but reserves its rights to assert any form of discipline permitted by law and this Agreement. Bargaining unit members subject to discipline will be provided a Disciplinary Action Report (DAR) by management. The purpose of the DAR is to advise the bargaining unit member of the conduct management deems unsatisfactory and should contain information such as what the conduct is, where it occurred, when it occurred, and who was involved.

19.8 The various levels of discipline are as follows: (1) Written Reprimand; (2) Suspension; (3) Demotion; and (4) Dismissal. Non-probationary bargaining unit members are entitled to internally appeal any dismissal, demotion, or suspension greater than seven (7) work days. Written reprimands may not be appealed. However, written reprimands older than two (2) years shall not be considered in determining further disciplinary action so long as the employee has not had an occurrence of a same or similar infraction within those two (2) years.

### **APPLICATION OF DISCIPLINE**

#### **Corrective Action**

19.9 The Corrective Action Guide (CAG) set forth below is divided into three groups, each of which is intended to reflect a different degree of misconduct. The CAG is intended to be instructive, not dispositive. Nothing herein shall be construed to restrict the City from taking more severe or lenient corrective action in any given instance when warranted by the circumstances. The City retains the right to treat each violation on an individual basis without setting a binding precedent for future cases.

19.10 In determining whether a deviation from the CAG is warranted, consideration will be given to, among other things, the severity of the offense, prior misconduct, the time interval between violations, the length and quality of service, and the employee's willingness to correct the misconduct. Reasons for deviating from the recommended corrective actions shall be noted in the DAR.

19.11 Because the City cannot anticipate every form of misconduct, the list of offenses is not exhaustive.

19.12 Any offense not specifically enumerated in the three groups shall be considered an offense within the group which is closest in resemblance as determined by the City in good faith. The CAG corresponding to such group shall apply to the unlisted offense. As used in this section, the terms "second" or "third" offense do not necessarily mean a repeat of a similar previous offense, but includes any and all previous offenses.

**Corrective Action Guide**

| <b>GROUP I OFFENSES</b> | <b>CORRESPONDING ACTION</b>     |
|-------------------------|---------------------------------|
| First Offense           | Written Reprimand               |
| Second Offense          | Up to Three (3) Days Suspension |
| Third Offense           | Up to Termination               |

- See "Appendix A" For Examples Of Group I Offenses

| <b>GROUP II OFFENSES</b> | <b>CORRESPONDING ACTION</b>     |
|--------------------------|---------------------------------|
| First Offense            | Up to Seven (7) Days Suspension |
| Second Offense           | Up to Termination               |

- See "Appendix B" For Examples Of Group II Offenses

| <b>GROUP III OFFENSES</b> | <b>CORRESPONDING ACTION</b> |
|---------------------------|-----------------------------|
| First Offense             | Up to Termination           |

- See "Appendix C" For Examples Of Group III Offenses

## **APPEAL PROCESS**

### **Pre-Determination Hearings**

19.13 All non-probationary bargaining unit members have the right to a Pre-Determination Hearing before the supervisor that prepared the recommended discipline, the Human Resources Director or his/her designee and the concerned Division Commander or his/her designee, prior to a suspension, demotion, or dismissal. Management may elect to have other individuals present during the meeting but may not have individuals present who may issue a decision on a bargaining unit member's appeal.

19.14 The bargaining unit member will receive at least 5-days notice prior to the hearing. The hearing shall be conducted in an informal manner and the employee may have any one representative of his/her choice present during the hearing. The bargaining unit member's chosen representative is entitled to present the employee's position and/or any exculpatory information.

19.15 The bargaining unit member and his/her representative shall conduct themselves professionally during the pre-determination hearing and remain respectful at all times. All reasonable instructions by Management during the pre-determination hearing must be followed by the bargaining unit member and his/her representative. Failing to comply with this Article may result in Management's termination of the hearing.

### **Determination**

19.16 Following the hearing, the bargaining unit member will receive a written determination concerning the proposed discipline. If discipline is issued, the written determination will include what the discipline is and the reasons why the discipline was issued.

### **First Appeal**

19.17 A bargaining unit member or his/her chosen representative may file a written appeal of the determination with the Human Resources Director within ten (10) days after the



written determination was issued. The written appeal should explain why it is believed that the determination was erroneous.

19.18 The written appeal will be reviewed by an Assistant City Manager who does not have supervisory/line authority over the Department in question. The Assistant City Manager will then issue a written decision upholding or denying the bargaining unit member's appeal. The Assistant City Manager may not directly contact the person who recommended the discipline unless the bargaining unit member or his/her representative is given an opportunity to rebut the information provided by such person.

#### **Final Appeal**

19.19 If the bargaining unit member is dissatisfied with the determination, he/she may request a final appeal with the City Manager by filing written notice of such request with the Human Resources Director within ten (10) days after receiving the Assistant City Manager's decision. The request for a final appeal should indicate whether a personal meeting with the City Manager is desired. If a request for a personal meeting is made, the City Manager will meet with the bargaining unit member and his/her representative, if one is requested. The City Manager may have other individuals present during the meeting.

19.20 When meeting with the City Manager, the bargaining unit member and his/her representative shall conduct themselves professionally. All reasonable instructions by the City Manager must be followed by the bargaining unit member and his/her representative. Failing to comply with this Article may result in termination of the meeting.

19.21 The City Manager will issue a written Final Determination upholding or denying the bargaining unit member's appeal.

#### **Finality Of City Manager's Decision And Exclusivity of Remedy**

19.22 Decisions by the City Manager are final and not subject to appeal, unless they involve terminations, demotions or suspensions greater than five (5) working days. The appeal

process set forth in this Article shall be the exclusive appeal process for discipline issued to bargaining unit members and replaces any other City policies or procedures concerning such appeals.

19.23 Bargaining unit members who have been discharged, demoted or suspended for more than five (5) work days and who are not satisfied with the decision of the City Manager after exhausting the internal appeal process set forth above must make a written request for arbitration to the City Manager within five (5) working days after receiving the City Manager's Final Determination. Arbitration shall take place in accordance with Article 9 of this Agreement and the standard(s) of review set forth in this Article..

## ARTICLE 20

### WAGES

#### SALARY

20.1 All new hires to the position of police officer shall be compensated pursuant to the following starting salary amounts:

| <b>Years of Service As Police Officer</b> | <b><u>Starting Salary</u></b> |
|---|-------------------------------|
| Less than 1 year                          | \$47,865                      |
| At least 1 year and less than 3 years     | \$49,301                      |
| At least 3 years and less than 5 years    | \$50,780                      |
| 5 or more years                           | \$52,304                      |

20.2 Bargaining unit members who currently receive extra compensation for educational degrees (an 8% increase to base pay for an associate's degree, another 8% increase to base pay for a bachelor's degree, and a one-time payment of \$1,000 for a master's degree (collectively the "Educational Payments"), shall continue to receive the Educational Payments.

20.3 The only other bargaining unit members that are eligible for the Educational Payments are those members who have begun pursuing their educational degree (by completing or being enrolled in one or more classes) at the time this Agreement is ratified and who receive their degree by December 31, 2016. No other bargaining unit members are eligible for the Educational Payments.

#### COST OF LIVING INCREASES

20.4 All bargaining unit members shall receive a two percent (2%) cost of living increase with retroactive effect going back to October 1, 2015.



20.5 All bargaining unit members will receive an additional two percent (2%) cost of living increase to base pay on October 1, 2016.

20.6 All bargaining unit members will receive an additional three percent (3%) cost of living increase to base pay on October 1, 2017.

#### **MERIT BASED BENEFITS**

20.7 Effective and retroactive to January 1, 2016, all bargaining unit members shall be eligible for the following merit based benefits once this Agreement is approved and fully executed by both the bargaining unit and the City Council. Performance evaluations that were completed or should have been completed before this Agreement is fully ratified by all parties shall not be deemed applicable to this merit system (including evaluations completed after ratification for employees who have an anniversary date that preceded ratification).

20.8 The bonuses available under this merit system shall be a one-time, lump sum payment based on the performance rating received by each bargaining unit member on his/her yearly evaluation. The bonus will be based on the bargaining unit member's base compensation, not his/her total income (inclusive of overtime, differentials, etc.).

| <u>Performance Rating</u> | <u>Bonus</u>   |
|---------------------------|----------------|
| Unsatisfactory            | No bonus       |
| Needs Improvement         | No bonus       |
| Proficient                | 1% of base pay |
| Commendable               | 2% of base pay |
| Outstanding               | 3% of base pay |

20.9 Bargaining unit members who receive a performance evaluation of Needs Improvement will be placed on a ninety (90) day improvement period, after which the employee will be reevaluated. If the City determines the bargaining unit member has made the appropriate improvement during this period, he/she will receive one (1) PTO day.

20.10 All merit based PTO days earned must be used within one (1) year of the date earned or they will be lost.

#### **RESIDENT BONUS**

20.11 Bargaining unit members receiving a yearly bonus of \$2,000 for residing in the City at the time this Agreement is fully executed will continue to receive such bonus, so long as they continue to reside in the City. Officers currently receiving the resident bonus who move out of the City shall forfeit any future entitlement to the resident bonus, even if they move back into the City. No other bargaining unit members will be eligible for this bonus, regardless of their place of residence.

#### **NIGHT SHIFT DIFFERENTIAL**

20.12 Employees are eligible for a four percent (4%) night shift differential of base pay for working night shifts (PM platoons) that begin on or after 2:00 PM.

20.13 The night shift differential set forth above shall take effect on the first pay period after July 1, 2016. Until then, the City will maintain the status quo as to night shift differential pay.

20.14 No other bargaining unit members shall be entitled to night shift differential pay.

## **ARTICLE 21**

### **DEFERRED COMPENSATION PLAN**

21.1 The City shall provide to all bargaining unit members a voluntary 457 deferred compensation plan. Emergency withdrawals from the 457 plan are permitted only when due to severe financial emergency, as defined by the Internal Revenue Code and regulations and must include supporting documentation. The City will not make any contribution to this plan.

## **ARTICLE 22**

### **LAYOFFS**

22.1 In the event the City deems it necessary to reduce the work force due to the lack of work or funds as determined by the City, the City will lay-off in the inverse of seniority with the City (last in, first out).

22.2 The City agrees to provide the Association notice of any employee being laid off on the same day such employee receives the notice of layoff, or as soon as reasonably practicable.

22.3 All laid off employees shall have the first rights of recall into the position from which the employee was laid off (or a different equivalent position if offered by the City) according to seniority, up to two (2) years after the layoff occurs. In the event an employee is recalled to work after a layoff and refuses to accept the position, the City's recall obligations with respect to that employee shall cease.

22.4 During the period of layoff, the employee will not accumulate seniority or benefits. This break in service, however, shall not nullify the Bargaining Unit member's seniority accumulated prior to such break in the event he/she is re-employed during the two-year recall period. If recalled and re-employed during the two-year recall period, the Bargaining Unit member shall resume the accumulation of seniority from the first day of reemployment with the City, without receiving seniority credit for the time he/she was not employed by the City.

## **APPENDIX A**

Examples of Group I Offenses include:

1. Tardiness.
2. Taking more than specified time for meals or rest periods.
3. Failing to perform work in accordance with City's standards for performance.
4. Creating or contributing to poor housekeeping or sanitary conditions.
5. Failing to promptly report an occupational injury to supervisor.
6. Engaging in horseplay, scuffling, wrestling, distracting the attention of others, or similar types of disorderly conduct.
7. Failing to maintain a courteous and cooperative work attitude towards City employees or the public.
8. Soliciting funds or distributing literature during working hours or on City property without the City's consent.
9. Smoking on City property or in a City owned/leased vehicle.
10. Operating or possessing City equipment not assigned.
11. Wasting time or loitering.
12. Violating a safety rule or safety practice when no injury resulted as a result of such misfeasance or malfeasance.
13. Creating or contributing to an unsafe working condition.
14. Failing to comply with a City policy or procedure.
15. Any other conduct the City, in good faith, deems to appropriately fit into this category.

## **APPENDIX B**

Examples of Group II Offenses include:

1. Engaging in behavior that interferes with the ability of other employees to carry out their duties.
2. Sleeping during working hours.
3. Failing to report to work when scheduled or directed by management without following City policies for reporting absences and when the employee has reasonable notice that he/she must report to work.
4. Gambling or engaging in any other game of chance at the City or during City time.
5. Leaving the job during regular working hours without permission.
6. Directing abusive language toward anyone at the City or a member of the public.
7. Inappropriate use of City vehicles.
8. Use of City property or time for personal financial gain.
9. Multiple violations of City policies or procedures.
10. Any conduct which has a direct effect on the safety of others.
11. Any other conduct the City, in good faith, deems to appropriately fit into this category.

## APPENDIX C

Examples of Group III Offenses include:

1. Maliciously or intentionally destroying, damaging or misappropriating City or other property.
2. Falsifying or destroying records such as employment applications, accident records, work records, computer or technology records, cellular phone, purchase orders, time sheets, etc.
3. Making or assisting in a claim for underserved compensation of benefits.
4. Using or threatening to use physical force on City property or while on City time.
5. Failing to report to work for three consecutive working days without notifying the City when the employee is capable of doing so.
6. Providing false or misleading information when applying for employment or during employment.
7. Willful neglect in the performance of duties.
8. Using or attempting to use political influence or bribery to secure an advantage in any manner.
9. Commission of a felony or other serious criminal offense while employed by the City of Miami Gardens.
10. Violating the City's Drug Free Workplace Policy.
11. Violating the City's Unlawful Harassment and Discrimination Policy.
12. Having or possessing firearms, explosives, or weapons in City facilities. (Except Public Safety Officers or those that are required to carry firearms in their line of duty). City facilities shall include facilities leased by the City for City use.
13. Exhibiting a pattern of insubordination and/or failure to perform the supervisor's assignments.
14. Threatening, intimidating or coercing anyone at the City or a member of the public.
15. Exhibiting a pattern of violating City policies and procedures.
16. Theft of City property or funds.
17. Any other conduct the City, in good faith, deems to appropriately fit into this category.

| POLICE BENEVOLENT ASSOCIATION  | CITY OF MIAMI GARDENS   |
|--|---|
| <p>Name: <u>John Rivera</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>5/25/16</u></p>   | <p>By: <u>[Signature]</u></p> <p>Oliver Gilbert<br/>Mayor</p>                           |
| <p>Name: <u>Brandon Coyle</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>5/25/16</u></p> | <p>Date: _____</p> <p>By: <u>[Signature]</u></p> <p>Cameron Benson<br/>City Manager</p> |
| <p>Name: <u>Andrew Ayala</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date: <u>5/25/16</u></p>  | <p>Date: _____</p>  |



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DADE COUNTY POLICE BENEVOLENT  
ASSOCIATION, INC. AND THE CITY OF MIAMI GARDENS, FLORIDA**

This MEMORANDUM OF UNDERSTANDING is entered into between the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, Inc. (hereinafter "PBA") and the CITY OF MIAMI GARDENS, FLORIDA (hereinafter "CITY") (jointly referred to as "the PARTIES") for the purpose of interpreting and applying an existing Collective Bargaining Agreement between the PARTIES.

**WHEREAS**, the PARTIES have entered into a Collective Bargaining Agreement, the term of which expires on September 30, 2018;

**WHEREAS**, Articles 20.7 and 20.8 of the Collective Bargaining Agreement state the following:

20.7 Effective and retroactive to January 1, 2016, all bargaining unit members shall be eligible for the following merit based benefits once this Agreement is approved and fully executed by both the bargaining unit and the City Council. Performance evaluations that were completed or should have been completed before this Agreement is fully ratified by all parties shall not be deemed applicable to this merit system (including evaluations completed after ratification for employees who have an anniversary date that preceded ratification).

20.8 The bonuses available under this merit system shall be a one-time, lump sum payment based on the performance rating received by each bargaining unit member on his/her yearly evaluation. The bonus will be based on the bargaining unit member's base compensation, not his/her total income (inclusive of overtime, differentials, etc.).

| Performance Rating | Bonus          |
|--------------------|----------------|
| Unsatisfactory     | No bonus       |
| Needs Improvement  | No bonus       |
| Proficient         | 1% of base pay |
| Commendable        | 2% of base pay |
| Outstanding        | 3% of base pay |

) WHEREAS, the PARTIES intended and agreed that PBA bargaining unit members would be eligible for a merit bonus based upon their performance rating for anniversaries falling on or after January 1, 2016; however, in the several iterations of the PARTIES' attempts to reduce their agreement on the full Collective Bargaining Agreement to writing, the following language was inadvertently not removed from ARTICLE 20.7 to reflect the PARTIES intent and agreement on this issue:

Performance evaluations that were completed or should have been completed before this Agreement is fully ratified by all parties shall not be deemed applicable to this merit system (including evaluations completed after ratification for employees who have an anniversary date that preceded ratification).

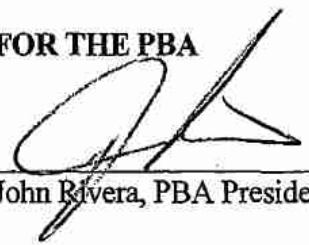
NOW THEREFORE, the PARTIES enter into this MEMORANDUM OF UNDERSTANDING to express their agreement that Articles 20.7 and 20.8 should be interpreted and applied in the following manner:

- )
1. PBA bargaining unit members will be eligible for a merit bonus based upon their performance rating for anniversaries falling on or after January 1, 2016.
  2. PBA bargaining unit members forfeit any PTO merit days for anniversaries falling on or after January 1, 2016 in exchange for payment of the merit bonus, including those PTO merit days already received by the bargaining unit members for anniversaries falling on or after January 1, 2016.
  3. In the event a PBA bargaining unit member has already received and used PTO merit days for an anniversary falling on or after January 1, 2016, such bargaining unit member will receive a merit bonus based on the scale set forth above but forfeits current or future PTO days (whether merit or otherwise) up to the amount of merit PTO days received for anniversaries falling on or after January 1, 2016.

4. PBA bargaining unit members that have already received PTO merit days for anniversaries falling on or after January 1, 2016, may elect to forfeit receipt of the merit bonus in lieu of forfeiting any current or future PTO days (whether merit or otherwise) up to the amount of merit PTO days received by providing notice of this election to the City's Human Resources Department ("HR") within 30 days of the date of this MOU. If such bargaining unit member does not provide notice of this election to HR within this timeframe, he/she will by default receive a merit bonus based on the scale set forth above and will forfeit current or future PTO days (whether merit or otherwise) up to the amount of merit PTO days received for anniversaries falling on or after January 1, 2016.

Dated this 1<sup>st</sup> day of September, 2016.

**FOR THE PBA**

  
John Rivera, PBA President

**FOR THE CITY**

  
Cameron Benson, City Manager